



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 12, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

FIRE DEPARTMENT:
APPROVAL OF MOUNT WILSON TOLL ROAD REPAIR AND FUNDING
AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY AND THE CITY OF PASADENA; ESTABLISH CAPITAL
PROJECT NO. 88899; AND APPROVE
APPROPRIATION ADJUSTMENT
(FIFTH DISTRICT) (4 VOTES)

SUBJECT

Establishment of Capital Project No. 88899 for the Mount Wilson Toll Road Refurbishment Project and approval of associated budget adjustment. Also, authorization of an agreement for the Consolidated Fire Protection District of Los Angeles County (District) to repair the City of Pasadena's (City) portion of the Mount Wilson Toll Road that was damaged by slides during the winter of 2004-05 by heavy rainstorms. The City will reimburse the District within the grants approved by FEMA for a total of \$1,409,840.52.

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA).
2. Establish Capital Project No. 88899 for the Mount Wilson Toll Road Refurbishment Project.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only

3. Approve the project budget and appropriation adjustment in the amount of \$1,410,000 for Capital Project No. 88899, Mount Wilson Toll Road Refurbishment Project, to fully finance the proposed repair cost to be reimbursed by the City's FEMA Grant.
4. Authorize the Fire Chief to enter into a contract with JHR Construction in the amount of \$1,409,840.52 from the District's As-Needed Contracts approved by your Board on December 2, 2003.
5. Approve and instruct the Chair of the Board to sign the Mount Wilson Toll Road Repair and Funding Agreement between the District and the City in duplicate original effective upon Board approval and remaining in effect until the City portion of road repairs are completed or terminated by either party.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will establish the Mount Wilson Toll Road Refurbishment Project and authorize the District to repair the City portion of the Mount Wilson Toll Road damaged by slides, caused by heavy rainstorms, during the winter of 2004-05. The toll road was rendered impassable as a result of the storms, blocking vehicle access to the District's Henninger Flats Forestry Unit and extending emergency response times to the area above Eaton Canyon. The available alternate vehicle route from Mount Wilson, currently used by District response vehicles, is entirely within the Angeles National Forest and is minimally maintained. Use of this alternate route has increased the driving distance and response times from the closest fire stations in the Henninger Flats area from 20 minutes to over one hour. In addition to the slide areas within the City boundaries, there are three slide areas outside the City's jurisdiction that will be repaired using resources from the District's Heavy Equipment Section.

The City has been approved by FEMA to receive two grants in the amounts of \$620,900.52 and \$860,558.00, totaling \$1,481,458.52, to be used exclusively for repair of the slide areas located within the City portion of the road. The City will reimburse the District within the grants approved by FEMA, less \$71,618.00 allocated for the City's portion of the work, for a total of \$1,409,840.52. The necessary repair work outside of the City's jurisdiction is minimal and will be funded through existing District resources.

It will be of mutual benefit to both the City and the District to have the District repair the City portion of the Mount Wilson Toll Road to preserve its integrity as a fire access road and as an access road for District activities at Henninger Flats.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal of "Service Excellence," (Goal 1) of the County Strategic Plan which guides us to "Implement programs to improve the efficiency, quality, and responsiveness of County services to all residents."

FISCAL IMPACT/FINANCING

The City will reimburse the District for the entire cost of repair for the City portion of the Mount Wilson Toll Road. The City has been approved by FEMA to receive two grants for \$620,900.52 and \$860,558.00, totaling \$1,481,458.52, to be used exclusively for repair of the slide areas located within the City portion of the road. The City will reimburse the District within the grants approved by FEMA, less \$71,618.00 allocated for the City's portion of the work, for a total of \$1,409,840.52. Necessary repair work outside of the City's jurisdiction is minimal and will be funded through existing District resources.

Approval of the attached appropriation adjustment, in the amount of \$1,410,000, will provide sufficient appropriation and revenue in the District's 2008-09 Accumulated Capital Outlay Fund Capital Project No. 88899 to fully fund the project. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be effective upon execution by your Board and will remain in effect until road repairs are completed or terminated by either party. Termination requires at least a 30-day written notice.

JHR Construction was retained under the District's As-Needed Property Management/Construction and Property Maintenance Services Agreement to complete the work required by the plans and specifications for the Mount Wilson Toll Road Refurbishment Project (Contract 74700).

Due to the pressing need for the road repairs, the City and the District agreed to seek concurrent approval of duplicate originals of the Agreement and to provide each other with an original executed by their respective governing bodies. The City approved the Agreement on July 14, 2008. The District will forward an approved original of the Agreement as executed by the City to your Board upon receipt from the City.

County Counsel has approved this Agreement as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS

Upon approval by your Board, this Agreement will allow the District to begin the repair of slide areas within the City portion of the Mount Wilson Toll Road and be reimbursed for a total of \$1,409,840.52. Repair of the slide areas within the City portion of the road will

preserve its integrity as a fire access road and as an access road for District activities at Henninger Flats.

ENVIRONMENTAL REVIEW

The Mt. Wilson Toll Road Refurbishment Project Agreement is exempt from CEQA pursuant to Section 15269 (a) (b) (d) of the CEQA Guidelines because it provides for necessary emergency repairs resulting from storm damage, and which are essential to public safety. A Notice of Exemption is attached.

CONCLUSION

Please return two adopted, stamped copies of this letter to the Chief Executive Office (Capital Projects and Public Safety Cluster) and three adopted, stamped copies to the Fire District, attention of Debbie Aguirre, Planning Division. In addition, return two copies of the Minute Order and this approved letter to the Fire District.

The District will return two original Agreements to the City per the City's request and will provide the Board with a City-approved original upon receipt from the City.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



P. MICHAEL FREEMAN
Fire Chief

PMF:kc

Attachments

c: County Counsel
Auditor-Controller
Fire Department
Department of Public Works

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. 390-01
July 22, 2008

DEPARTMENT OF FIRE

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-Vote
Fiscal Year 2008-09

SOURCES:

ACO Fund - Consolidated Fire Protect District
Mount Wilson Toll Road
Federal Other/CP
J13-CP-90-8938-65033-88899
\$ 1,410,000

Summary Total:

Sources:

\$ 1,410,000

USES:

ACO Fund - Consolidated Fire Protect District
Mount Wilson Toll Road
Fixed Assets - B&I
J13-CP-6014-65033-88899
\$ 1,410,000

Uses:

\$ 1,410,000

TO recognize revenue from the City of Pasadena for reimbursement of the Mount Wilson Toll Road repair costs.

Theresa L. Banera

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

No. 013

Karen Shikema
July 28 2008

APPROVED AS REQUESTED

AS REVISED

July 29, 2008

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

**MOUNT WILSON TOLL ROAD
REPAIR AND FUNDING AGREEMENT**

**between the
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
and the
CITY OF PASADENA**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2008, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (hereinafter "DISTRICT"), and the CITY OF PASADENA (hereinafter "CITY"), and DISTRICT and CITY are hereinafter referred to individually as Party and collectively as Parties, with reference to the following:

WHEREAS, CITY is the fee owner of certain lands identified by the Los Angeles County Assessor as parcel numbers 5857-009-900 and 5857-009-901 (hereinafter "CITY PORTION"); and

WHEREAS, there exists within these lands a portion of that certain road known as the "Mount Wilson Toll Road" (hereafter "ROAD"); and

WHEREAS, said portion of the ROAD, generally described as the area between the CITY's vehicle gate at or about 2260 Pine Crest Drive and the Pasadena jurisdictional eastern boundary (hereafter "CITY PORTION of ROAD"), has been used, and continues to be needed for use, as a portion of the whole ROAD which provides access for DISTRICT fire suppression equipment to areas prone to wildland fires; and

WHEREAS, the CITY granted an easement right to the DISTRICT on November 26, 1940 for DISTRICT access of the CITY PORTION of ROAD; and

WHEREAS, during the winter of 2004-2005, heavy rainstorms damaged the ROAD at nine (9) locations (hereinafter "SLIDE AREAS") of which four (4) locations are located within

the CITY PORTION of ROAD, rendering the ROAD impassable (see map attached hereto as Exhibit "A" depicting the CITY PORTION of ROAD and the SLIDE AREAS); and

WHEREAS, DISTRICT has, for many years, been the primary user of the ROAD and has improved, repaired and maintained the entirety of the ROAD to preserve its integrity as a fire access road and as an access road for DISTRICT activities at Henniger Flats; and

WHEREAS, CITY has been approved by the Federal Emergency Management Authority (hereafter "FEMA") to receive two grants, \$620,900.52 and \$860,558.00, totaling \$1,481,458.52 to be used exclusively for repair of the SLIDE AREAS located within the CITY PORTION of ROAD; and

WHEREAS, DISTRICT is willing to repair the SLIDE AREAS within the CITY PORTION of ROAD; and

WHEREAS, CITY is willing to reimburse DISTRICT for costs associated with the repairs on the CITY PORTION of ROAD provided: (1) All such work, including engineering design and permits, is within the Scope of Work approved by FEMA; (2) The total reimbursements to DISTRICT are within the grants approved by FEMA, less \$71,618.00 allocated for CITY's portion of the work, for a total of \$1,409,840.52; (3) The total reimbursements for repairs within the CITY PORTION of ROAD at locations 2, 3, and 4 as shown on Attachment "A" shall not exceed \$590,740.52; and (4) The total reimbursements for repairs within the CITY PORTION of ROAD at location 6 as shown on Attachment "A" shall not exceed \$819,100.00; and

WHEREAS, it would be of mutual benefit to the Parties to have the DISTRICT repair the SLIDE AREAS and to provide other related work.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on the date this Agreement is fully executed by both parties and shall continue until the CITY PORTION of ROAD is rendered passable and the repairs to the SLIDE AREAS within the CITY PORTION of ROAD are completed and accepted by the CITY as complete and the DISTRICT is reimbursed by the CITY for services performed or until this Agreement is terminated by mutual written agreement, whichever occurs earlier. Either Party, upon thirty (30) days prior written notice to the other Party, may request to terminate this Agreement, which approval by the notified Party shall not be unreasonably withheld.

2. **DISTRICT SERVICES**

The DISTRICT shall:

A. Perform geotechnical engineering studies to determine the extent of damage to the SLIDE AREAS and the work necessary to repair the CITY PORTION of ROAD and restore it to a passable and usable condition as mutually agreed by the Parties.

B. Prepare a detailed draft scope of work (DRAFT scope of work), a copy of which is attached hereto as Exhibit B, setting forth in detail the work to be performed under this Agreement that will be forwarded to FEMA. It is understood and mutually agreed by Parties that the DRAFT scope of work has not yet been approved by FEMA, and the Parties agree to seek FEMA approval of the DRAFT scope of work. When FEMA approves the DRAFT scope of work, the approved document will be known as the APPROVED Scope of Work. No work, except the geotechnical engineering studies and work necessary to prepare the DRAFT Scope of Work, shall be performed under this Agreement unless and until FEMA approves the APPROVED Scope of Work in writing.

C. Perform all work necessary to repair the SLIDE AREAS in the CITY PORTION of ROAD and to restore the CITY PORTION of the Road to a passable condition as detailed in the APPROVED Scope of Work

D. Provide necessary construction materials, equipment, equipment maintenance, and personnel for the performance of services by DISTRICT under this Agreement. The Parties understand and agree that the DISTRICT may, at its sole discretion, contract for the services to be performed pursuant to this Agreement.

E. Submit timely, accurate and complete progress reports and requests for reimbursement for any services performed by DISTRICT or DISTRICT's contractors under this Agreement during the prior month to CITY on or before the 15th day of the month and in a form satisfactory to CITY and sufficient to inform CITY of the work performed and the payment requested to the following address:

Pasadena Water and Power
Business Unit Director, Water Services
150 South Los Robles Avenue, Suite 200
Pasadena, CA 91101

Requests for payment shall identify the specific SLIDE AREA(S), ROAD segments serviced, work hours, rates and total.

F. Strictly limit work to be performed under this Agreement to repairs of the CITY PORTION of ROAD and shall not submit requests for reimbursement to CITY for work on areas outside of the CITY PORTION of ROAD.

G. Upon completion of repairs to the ROAD, meet and confer with the CITY in developing and crafting a cooperative plan to address future maintenance or repair issues along the CITY PORTION of ROAD. The cooperative plan at minimum will include communication protocols between Parties for notifying either Party of a maintenance or repair need along the CITY PORTION of ROAD.

3. CITY RESPONSIBILITIES

The CITY shall review and approve or reject with comment, such requests for reimbursement within 20 days after receiving them from DISTRICT and shall, if not rejected, make payment to DISTRICT within 30 days after receipt of the payment request from DISTRICT. Such reimbursements will include expenditures the DISTRICT has incurred prior to the execution of this agreement for permits and geotechnical studies related to the SLIDE AREAS from January 1, 2005, through the completion of this project. The CITY shall send payments to the DISTRICT at the following address:

Consolidated Fire Protection District
of Los Angeles County
P.O. Box 54740
Los Angeles, CA 90054-0740

4. INDEMNIFICATION BY CITY

CITY agrees to indemnify, defend, and hold harmless DISTRICT and its subcontractors, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, or property damage arising from or connected with the services performed by DISTRICT herein under this Agreement, or from any negligent or intentional act or omission of CITY, its subcontractors, officers and employees in the performance of this Agreement.

5. INDEMNIFICATION BY DISTRICT

DISTRICT agrees to indemnify, defend and hold harmless CITY and its subcontractors, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, or property damage arising from any negligent or intentional act or omission of DISTRICT, its subcontractors, officers and employees, in the performance of this Agreement.

6. DISTRICT-CITY OBLIGATION

A. Nothing herein contained shall be construed to obligate the DISTRICT or the CITY to perform herein beyond the extent of available funds budgeted or programmed for any additional work or contrary to applicable laws, rules, and regulations.

B. In developing the budget for the Work to be done under this Agreement as approved by FEMA and as set forth in Exhibit "B", costs were estimated for the CITY PORTION of ROAD and for the DISTRICT PORTION of ROAD. The CITY and the DISTRICT understand and agree that the work to be done on the CITY PORTION of ROAD and the work to be done on the DISTRICT PORTION of ROAD are estimates only. Therefore, CITY and the DISTRICT agree that, following completion of the Work, it may be reasonable and appropriate to make adjustments in the allocation of funds as between the CITY and the DISTRICT. To assure that such adjustments can be accomplished, City and DISTRICT agree that the City Manager and County Fire Chief, or their respective designees, are expressly authorized to make adjustments to the allocation of funds as provided in Scope of Work provided the total amount of such adjustments does not exceed \$50,000 and that any adjustment shall receive prior written approval from both parties. To the extent CITY does not use its grants in full, CITY may, but shall not be required to, pay DISTRICT any unused portion of CITY's grants. Nothing in this paragraph is intended to, nor shall it be interpreted to, authorize the shifting of funds between Grants or in any way to violate the terms of said Grants.

C. Furthermore, DISTRICT acknowledges and agrees that all money furnished by the CITY under this Agreement comes exclusively from the Grants and that CITY has no obligation under this Agreement to commit or use any CITY moneys other than the Grants to perform the CITY'S obligations hereunder.

7. **INDEPENDENT CONTRACTORS**

Both parties are acting hereunder in their respective independent capacities and not as agents, partners, joint ventures, or associates of the other. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

8. **AGREEMENT AMENDMENTS**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

9. **EXECUTED IN COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles, as the governing body of the DISTRICT, has caused this Agreement to be subscribed on its behalf by its Chair, and the City of Pasadena has caused this Agreement to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

CITY OF PASADENA

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

By _____
Bernard K. Melekian, City Manager

By _____
Chair, Board of Supervisors

ATTEST:

ATTEST:

SACHI A. HAMAI,
Executive Officer, Clerk of
Board of Supervisors

By _____
Jane L. Rodriguez, City Clerk

By _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michele Beal Bagneris,
City Attorney

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Brad L. Fuller, Assistant City Attorney

By  _____
Scott Kuhn, Senior Deputy

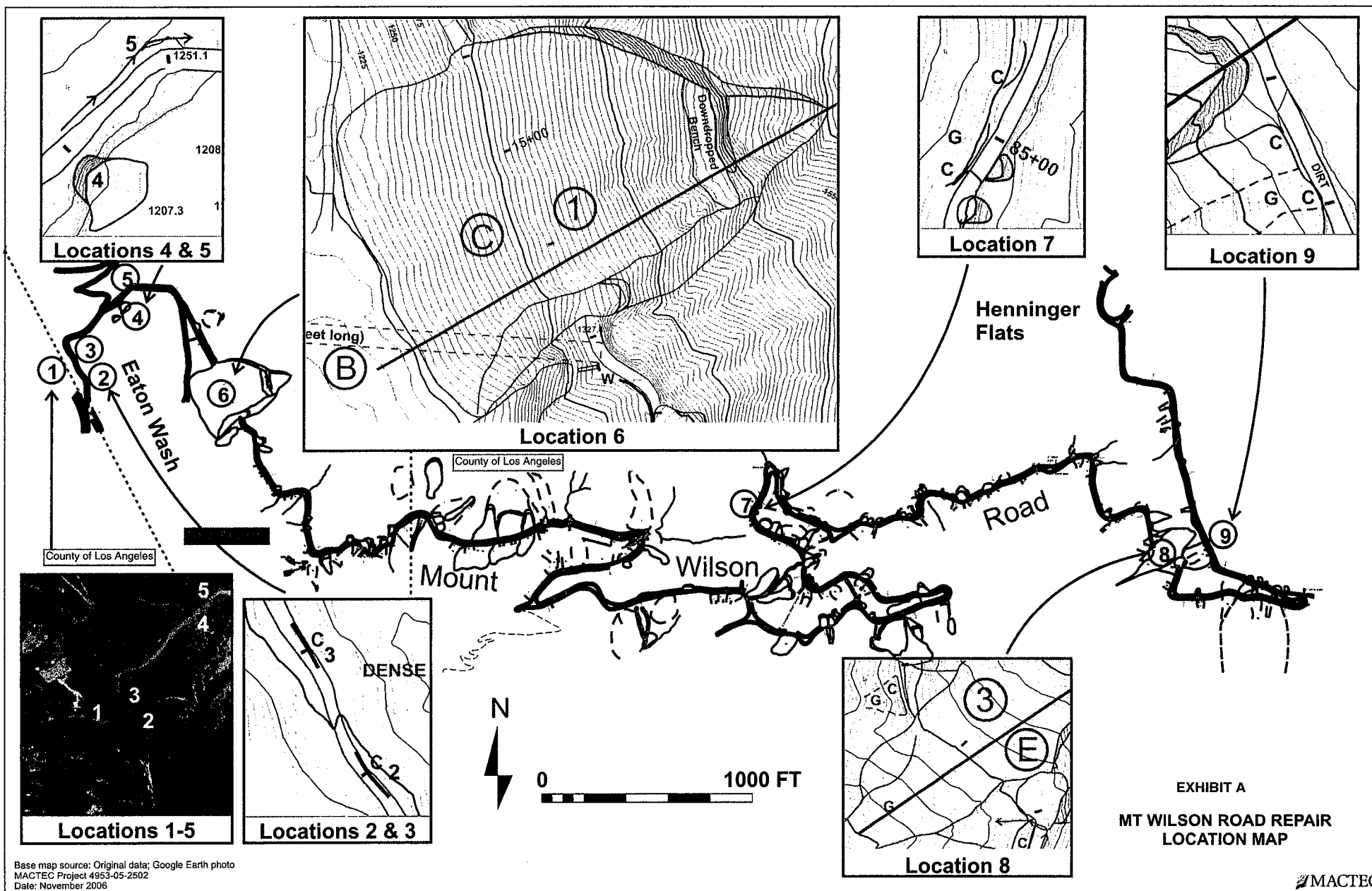


EXHIBIT B

DRAFT SCOPE OF WORK

First grant, PW 2662, is for repair of 3 locations of Mount Wilson Toll Road between the entrance gate and the bridge – locations 2, 3 and 4 of Mactec's report. The estimated repair time is 48 working days and the cost is **\$620,900.52**.

Federal Emergency Management Agency (FEMA) approved Locations 2 and 3 to be repaired with geogrid reinforced compacted fill, and Location 3 to be repaired with gabion basket wall. The work and the estimated cost approved by FEMA are as follows:

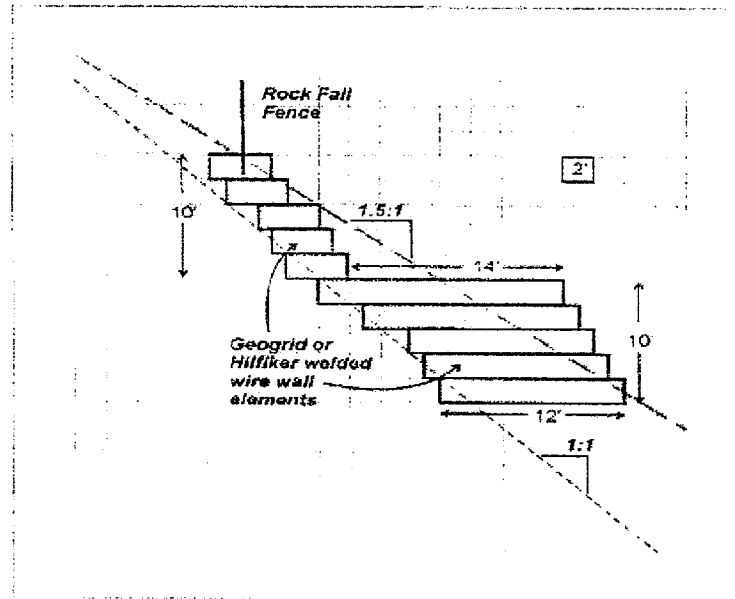
Item	Location 2	Location 3	Location 4	Subtotal
Equipment	\$6,000	\$4,400	\$27,000	\$37,400
Materials	\$7,000	\$5,500	\$166,610	\$179,110
Labor	\$68,000	\$55,100	\$92,010	\$215,110
Subtotal	\$81,000	\$65,000	\$285,620	\$431,620
Permits				\$14,000
Geotechnical report				\$60,120
Construction Management				\$35,000.52
Pasadena Cost				\$80,160
TOTAL				\$620,900.52

FEMA is currently approving the second grant, **PW 69**, for repair of the landslide, location 6 of Mactec's report, for **\$860,558**.

The proposed work, submitted to FEMA on April 10, 2008, includes removal of debris, reconstruction of a 14 ft wide road, and stabilization of the slope, within the amount of the current grant. Debris will not be removed offsite. The work involves excavating 5 segments of debris in 50-75 foot increments at the same elevation as the original road. The excavation will create a safe area in which to construct a welded wire retainer wall and geoprism for the new road. During the excavation, additional temporary chain link fencing for rock fall will be installed above the work area. All excess material will be side cast down the existing slope failure with debris fencing placed at the base to protect the stream bed below.

Completion of the project requires 70 working days (Monday – Friday) as follows:

1. Slide removal and retainer wall preparation (18 working days)
2. Installation of welded wire geoprism for roadbed (35 working days)
3. Installation of welded wire retainer wall, rock fall fence and cleanup (17 days)



Repair of Location 6 - Mount Wilson Toll Road

County's estimated repair costs of location 6 below were submitted to FEMA.

1. Materials

3,320 SQ FT welded wire wall (Hilfiker)	\$18,500
10 rolls filter cloth	\$5,000
2,989 SQ FT Gabion baskets	\$14,000
332 Yards Gabion rock	\$13,000
Rock fall fencing materials	\$8,000
Other miscellaneous materials	\$8,500
Construction water	\$3,000
Total Material Cost	\$70,000

2. Equipment estimates based on 8 working hours per day

2 - ¾-ton pick up @ \$16.34 ea. (70 days)	\$18,500
1 - 1-ton pick up @ \$20.39 ea. (70 days)	\$11,500
1 - 2500 gal. water trucks @ \$45.50 ea (70 days)	\$25,500
1 dump truck @ \$43.55 ea. (43 days)	\$15,000
1 - 950G Loader @ \$101.48 ea. (70 days)	\$57,000
1-320CLU Excavator @ \$98.20 ea. (60 days)	\$48,000
1 - CP320 Compacter @ \$47.55 ea. (70 days)	\$27,000
1 - D5G Dozer @ \$62.17 ea. (20 days)	\$10,500
1 - 873 Loader @ \$28.03 ea (70 days)	\$15,700
Misc. small tools @ \$20.00 ea. (70 days)	\$11,300
Total Equipment Cost	\$240,000

3. Labor

1 Foreman for 70 days	\$41,700
2 Equipment Operators for 70 days	\$80,600
2 laborers for 70 days	\$77,700
Total Labor Cost	\$200,000

4. Contractor Markup @17% **\$86,000**

5. Geotechnical: Report **\$20,100**

Management During Construction

Plans & specifications, onsite inspections and testing
Senior Geologist = 80 hrs.
Soils Technician – 200 hrs.

Sub-total geotechnical management	\$97,000
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Total Geotechnical	\$117,100
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6. County Project Management includes administer and control contracts and agreements, resolution of problems, review and implement project schedules, authorization of expenditures within cost controls, design reviews coordination, construction progress reviews, coordination of construction supervision and inspection, change orders authorization

Total Project Management Estimate	\$100,000
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7. Permits **\$6,000**

8. Miscellaneous Pasadena Costs **\$41,458**

Total Project Costs	\$860,558
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The anticipated repair schedule below is conditional upon FEMA approving PW 69.

- **October 1 2008** – start construction work. Contracts between County and Pasadena, and County and the contractor are assumed fully executed. FEMA has approved the work.
- **April 1, 2009** - construction work for 4 locations in Pasadena completed
- **June 30, 2009** – the last invoice submitted by Pasadena to the Governor's Office of Emergency Services, Grant Processing Section (the City receives the last County's invoice by May 15, 2009)